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6 || Attorneys for Plaintiff DIRECTV, INC.

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

11 DIRECTV, INC., a California corporation, Case No. CV 04-5050 RMW
12 Plaintiff,
13 vs.
14 SAUL CEBALLOS,
15 Defendant.
**STIPULATION FOR VOLUNTARY
DISMISSAL OF DEFENDANT SAUL
CEBALLOS AND REQUEST TO RETAIN
JURISDICTION; [PROPOSED] ORDER
THEREON**

17 IT IS HEREBY STIPULATED by and between Plaintiff DIRECTV, Inc.
18 (“DIRECTV”) and Defendant Saul Ceballos (“Defendant”), through their respective counsel of
19 record, that the above-captioned action be and hereby is dismissed without prejudice, pursuant to
20 Fed. R. Civ. P. 41(a)(1). Each of said parties to bear its/his/her own costs and attorney’s fees.

The terms of the Confidential Settlement Agreement dated March 3, 2005 (“Agreement”) entered into between the Defendant and DIRECTV require installment payments from Defendant, the last of which is not due to be received until April 2006. If the Defendant does not make any payment under the Agreement when due, DIRECTV is authorized to seek the entry of a Judgment in this action against Defendant pursuant to a Stipulation for Entry of Judgment (“Stipulation”) executed by the parties concurrently with the Agreement. The parties therefore have consented, and hereby further stipulate and consent to, the retention of jurisdiction over them by this Court and to reference to a Magistrate Judge in this District for the purpose of

1 enforcing the payment terms of the Agreement, including entering a Judgment against Defendant
2 pursuant to the Stipulation. The parties therefore respectfully request that the Court retain such
3 jurisdiction.

4 DATED: April 7, 2005

5 Respectfully Submitted,

6 BUCHALTER, NEMER, FIELDS & YOUNGER
A Professional Corporation

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8 By: /s/ Kimberly R. Colombo
9 Kimberly R. Colombo
10 Attorneys for Plaintiff DIRECTV, Inc.

11 DATED: March 30, 2005

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13 By: /s/ Saul Ceballos
14 Saul Ceballos
15 Defendant

ORDER

HAVING READ AND CONSIDERED the forgoing Stipulation for Voluntary Dismissal of Defendant Saul Ceballos and Request to Retain Jurisdiction, and such other pleadings, documents and records deemed appropriate by the Court, and good cause appearing therefore, IT IS HEREBY ORDERED:

- (1) Defendant Saul Ceballos is hereby dismissed from this action without prejudice;

(2) Each of said parties to bear its/his/her own costs and attorney's fees; and

(3) The Court shall retain jurisdiction over DIRECTV and Defendant Saul Ceballos to enforce the terms described above of the Settlement Agreement between those parties dated March 3, 2005 and hereby refers any further proceedings in this action to enforce such terms of the Settlement Agreement to a Magistrate Judge of this District.

Dated:

Honorable Ronald M. Whyte
Judge of the United States District Court
Northern District of California